

Panaji, 9th May, 2024 (Vaisakha 19, 1946)

SERIES II No. 6

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are five Extraordinary issues to the Official Gazette, Series II No. 5 dated 2-05-2024 as follows:-

- (1) *Extraordinary dated 3-05-2024 from pages 169 to 170 regarding Order from Department of Home.*
- (2) *Extraordinary (No. 2) dated 4-05-2024 from pages 171 to 172 regarding Order from Department of Home.*
- (3) *Extraordinary (No. 3) dated 6-05-2024 from pages 173 to 174 regarding Order from Department of Home.*
- (4) *Extraordinary (No. 4) dated 6-05-2024 from pages 175 to 176 regarding Notice of Election and Public Notice and Order from Department of Panchayati Raj and Community Development.*
- (5) *Extraordinary (No. 5) dated 8-05-2024 from pages 177 to 178 regarding Notice of Election and Public Notice from Department of Panchayati Raj and Community Development.*

GOVERNMENT OF GOA

Department of Labour

Order

No. 28/21/2021-LAB/240

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. GKB Hi-Tech Lenses Private Limited, 50, Tivim Industrial Estate, Karaswada, Mapusa, Goa and it's workmen, represented by the Goa Trade and Commercial Workers' Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section

10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

- (1) Whether the action of the management of M/s. GKB Hi-Tech Lenses Private Limited, 50, Tivim Industrial Estate, Karaswada, Mapusa, Goa, in dismissing the services of workmen, namely:-
 - (1) Shri Arvind Gaonkar.
 - (2) Shri Atmaram K. Desai.
 - (3) Shri Pandhari G. Ajgaonkar.
 - (4) Shri Anand L. Kanolkar.
 - (5) Shri Sandesh Palyekar.
 - (6) Shri Mahesh L. Pokhare; and
 - (7) Shri Laximan G. Gawade, Machine Operators, with effect from 19-08-2013, is legal and justified?
- (2) If not, to what relief the workmen are entitled?

By order and in the name of the Governor of Goa.

Asha Harmalkar, Under Secretary (Labour).

Porvorim, 5th April, 2024.

Notification

No. 28/02/2024-LAB/154

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 26-02-2024 in Ref. No. IT/02/2023 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Asha Harmalkar, Under Secretary (Labour).

Porvorim, 04th March, 2024.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Anil Scaria, Hon'ble Presiding Officer)

Ref. No. IT/02/2023

Workmen,
Rep. by the General Secretary,
Varun Beverages Employees Union,
Gurudatt Building, 3rd Floor,
Dr. Dada Vaidhya Road,
Panaji-Goa. Workmen/Party I

V/s

The Managing Director,
M/s Varun Beverages Limited,
Plot No. 4/A,
Sanguem Industrial Estate,
Dhabamol, Xelpem,
Sanguem-Goa. Employer/Party II.

Workmen/Party I represented by learned Advocate
Ms. Siddhi Naik holding for Adv. Shri A. Prabhugaonkar.

Employer/Party II represented by learned Advocate
Shri M. S. Bandodkar.

AWARD

**(Delivered on this the 26th day of the month of
February of the year 2024)**

By Order dated 08-03-2023, bearing reference No. 28/07/2023-LAB/184, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication:-

"(1) Whether the action of the Management of M/s. Varun Beverages Limited, Plot No. 4/A, Sanguem Industrial Estate, Dhabamol, Xelpem, Sanguem-Goa, in not conceding the following demands raised by the Varun Beverages Employees Union vide their letter dated 29-03-2019, is legal and justified

CHARTER OF DEMANDS

Demand No. 1: Revision of the Wage Structure:-

The existing pay scales shall be revised.

Demand No. 2: Flat-rise in basic salary pay-scales:-

(a) That with effect from 01-04-2019 each worker be paid a sum of Rs. 15,000/- as a flat-rise over and above the existing basic salary as on 31-03-2019. The total basic salary as on 31-03-2019 plus a flat-rise of Rs. 15,000/- per month be placed in the pay-scales.

(b) All the workmen should be designated according to the nature of work duties presently

being carried out by them and their other existing basic wages should be increased. All the workmen should be given Rs. 1,000/- as annual increment.

Demand No. 3: Variable Dearness Allowance (VDA):-

All the workmen should be given V.D.A. as per all India Base Consumer Price Index Series 1949=100 at the rate of Rupees 5.00 per point subject to appropriate deduction in neutralization points. The same may be given in order to compete with the sky rocketed inflation in the market and day to day rising standard of living of the people in the State of Goa which is at par with Delhi the capital city of the sub-continent country like India. It is therefore demanded that handsome V.D.A. be paid to the company workmen so that they can sustain against the rising rate of inflation in the State.

Demand No. 4: Fixed Dearness Allowance (FDA):-

That with effect from 01-04-2019 all the work persons be paid Fixed Dearness Allowance (FDA) @ 2500/- per month.

Demand No. 5: House Rent Allowance (HRA):-

That with effect from 01-04-2019 all the work persons be paid House Rent Allowance (HRA) @ 5,000/- per month.

Demand No. 6: Leave facilities:-

The workers demand leave facilities as follows:-

- (a) Privilege leave:- Each worker be made eligible to Privilege Leave at the rate of 30 days per annum with a facility to accumulate upto 100 days.
- (b) Casual leave:- All the workmen should be given 15 days casual leave per annum with a facility to encash the balance unavailed leave.
- (c) Sick Leave:- It is demanded that sick leave be given up to 20 days per annum with a facility to accumulate up to 15 days.
- (d) Paternity Leave:- Every eligible workmen be given 10 days paternity leave with a full pay.
- (e) Beverment Leave:- In case of death of any family member of the workmen, the concern worker be granted 12 days leave with full pay.
- (f) Physical Attendance:- Limits of physical attendance of the workmen should be 210 days per annum.
- (g) Bandh Day: If company is running on bandh day/general strike day in Goa, company should take all responsibility and provide free transportation facility with security to the workmen from home to company and back to home. And if it is not possible, company must make full pay on such days.

- (h) R. H. Holidays: R. H. Holidays should be considered as regular holidays.

Demand No. 7: Transport Facility:

- (a) Transport Facility:- Existing facility of transport should continue and additional transport facility must be provided on Shiroda to Ponda route.
- (b) Those workmen who are not afforded transport facility by the company should be paid at the rate of Rs. 10/- per km. with a shortest distance from house to the place of employment.
- (c) Regular Inspection:- That further regular inspection of transport vehicles to ensure safety and security of the workmen be done with a regular interval of every three months.
- (d) Similarly it is demanded that the transport contractor be changed after every five years.

Demand No. 8: Allowances:

(a) Children Educational Allowance: Union demand that all the eligible workmen should be given Children Education Allowance (CEA) @ Rs. 2,400/- per month.

(b) Washing Allowances: That with effect from 01-04-2019 each workmen be paid washing allowance @ INR 2,000/- per month per person.

(c) Leave Travel Allowance: That each worker should be eligible to Leave Travel Allowance (LTA) at the rate of one month gross salary per annum.

(d) Shift Allowance:- Union demanded that each workmen be paid shift allowance as below:-

1st Shift Allowance Rs. 100/- per day.

2nd Shift Allowance Rs. 150/- per day.

3rd Shift Allowance Rs. 200/- per day.

Whereas continuous work duties during the third shift be interene with one hour of rest with a provision of free supply of breakfast or light refreshment.

(e) Inconvenience Allowance:- Similarly, Inconvenience Allowance Rs. 100/- per day be paid to all the workmen on 3rd Shift.

(f) Service Allowance:- All the workmen should be given service allowance of Rs. 100/- on every complete years of service.

(g) Attendance Allowance:- In order to encourage and motivate maximum attendance allowance as shown below be paid:-

26th days attendance Rs. 600/- per month.

24th days attendance Rs. 400/- per month.

22nd days attendance Rs. 200/- per month.

(h) Maintenance Allowance: Machine Maintenance Allowance of Rs. 500/- per month be paid to the workmen who repairs the machine or work towards dismantling/assembly of machine.

(i) Medical Allowance:- The Union demand that all the workmen who are not under E.S.I. Scheme be paid the medical allowance @ INR 3,500/- per month per person. All their medical expenses including the expenses towards domiciliary facilities and treatment to the workmen and his family including dependent parents be reimbursed by the company. The same is required in view of the fact of high cost of medicines, doctors and hospitalization fees etc.

Demand No. 9: Medical Facilities:

(a) Insurance Cover: All the workmen should be covered under medical policy up to Rs. 5,00,000/- (Rupees five lakhs only) extending the insurance coverage to their spouse, children and dependent parents.

(b) Death Insurance: All the workmen should be covered under Death Insurance Scheme of Rs. 15,00,000/- (Rupees fifteen lakhs only) for any kind of death that may be caused during their tenure of service in the company.

(c) Accident Insurance: All the workmen should be covered under accident insurance related scheme for a benefit of Rs. 10,00,000/-.

(d) If any worker undergoes medical treatment or any sickness or disease and has to remain absent on duty due to sickness for a longer period, he should be given full pay special leave till he joins his duty.

(e) Company should tie up with standard hospital for the purpose of extending the facility of immediate treatment to the workmen in case of an emergency.

(f) Standby 24 hours ambulance facilities should be made available.

(g) Company should grant a sum of Rs. 25,000/- as an emergency medical assistance in case of required hospitalization or death of family members of the workmen.

Demand No. 10: Loan Facility:-

(a) Personal Loan:- Union demand that interest free personal loan of Rs. 3,00,000/- (Rupees three lakhs only) should be given to the workmen to be repaid with an easy monthly installment within a period of 7 years.

(b) House Loan:- Interest free loan of Rs. 5,00,000/- (Rupees five lakhs only) be paid to workmen towards the construction or upgradation of a house.

Demand No. 11: Other Facilities:-

- (a) The facilities which have not been expressly modified/changed/alterd shall continue to be applicable and enjoyed by the workmen and they shall not be adversely affected as a result of present demand.
- (b) Death Relief Fund: In case of a death of any workmen caused during the service in or outside the factory premises, all the workmen shall contribute towards the death relief fund to the extent of one day's wages and employer should contribute a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) and such amount to be paid and handed over to the legal heirs of the deceased as a death relief fund.
- (c) Festival Advance: All the workmen should be given Rs. 20,000/- as a Festival Advance once in a year along with two crates of pat bottles or fruit juices.
- (d) Marriage Gift: On workmen's marriage, one month's gross salary should be given as a gift to him.
- (e) Service Reward: All the workmen should be given service reward as shown below:
- | | | |
|------------------------------------|---|--------------|
| (1) Completion of 5 years service | — | Rs. 10,000/- |
| (2) Completion of 10 years service | — | Rs. 15,000/- |
| (3) Completion of 15 years service | — | Rs. 20,000/- |
| (4) Completion of 20 years service | — | Rs. 25,000/- |
| (5) And the service above 20 years | — | Rs. 30,000/- |

Demand No. 12: Other Demands:

- (a) In future new line comes and old workers are forced to operate new line, he should be given flat rise of Rs. 5,000/- in basic salary.
- (b) If plant is running in 3 shifts, then company should provide 3:3 Relief System and also give back-up reliver.
- (c) 6 bottles of 1.25 ltr. should be provided to every worker every month.
- (d) Birthday Coupon: Company should give Rs.1,000/- as Birthday Gift to every workmen (Which includes 1 kg. cake, chocolates and a case of fruit juice and a gift voucher).
- (e) Safety Shoes etc: Raincoats, umbrellas & Safety shoes of standard quality to ensure industrial safety should be provided to the workmen every year.
- (f) Uniform: Three sets of uniforms of a standard quality fabric be provided to the workmen every year.
- (g) Canteen facility should be improved and superior quality of food should be provided to all the workmen and to ensure the same, contract of

canteen should be changed every year. 100% subsidized food be provided to all workmen.

- (h) Picnic: Company should arrange 2 days overnight picnic outside the State of Goa in the monsoon season somewhere in the month of July with a proper arrangement of a transport, food and accommodation for all the workmen and if the same is not feasible then in such case the workmen be paid Rs. 3,000/- towards picnic. If any workmen required to attend his duty on such date, he should be given extra benefit as mentioned above.
- (i) Bonus Ex-Gratia: That each worker be paid Bonus-cum-Ex-Gratia @ 20% per annum without any ceiling.
- (j) Scholarship: Children of workmen should be awarded every year by giving scholarship as below for achieving 80% and above.
- | | | |
|---------------|---|--------------|
| Std. I-V | — | Rs. 2,000/- |
| Std. VI to IX | — | Rs. 5,000/- |
| Std. X | — | Rs. 10,000/- |
| Std. XII | — | Rs. 15,000/- |
| Graduate | — | Rs. 20,000/- |
- (k) Company should give 50% discount to its workmen towards the purchase of its own products for workers' family functions and celebrations.
- (l) Company should provide fully furnished office premises with computer facility and other equipment for the Union Office.
- (m) Company should provide a rest room with necessary facilities.
- (n) Promotion facility should be considered.
- (o) Payment of Arrears: In case of delay caused in timely arriving at the amicable settlement over a workers COD, all the workmen shall be paid along with the interest rate @ 12% payable to them since the commencement of the new period of settlement till actual signing of the settlement.
- (p) Similarly arrears on LTA, overtime and bonus also be paid to workmen as in case of arrears on the settlement
- (q) Rectification/fitment of V.D.A. of some workers should be made.
- (r) Company should relieve unit committee to do union work/attending meeting/training programme etc. and grant them special leave.

Demand No. 13: Shift Timings:-

The timing of the shift should be changed as under:-

1st Shift 7.00 a.m. to 3.00 p.m.

2nd Shift 3.00 p.m. to 11.00 p.m.

3rd Shift 11.00 p.m. to 7.00 a.m.

That accordingly transportation/bus shall leave one hour before from Ponda and Arlem.

Demand No. 14:- Formation of Society:-

In case if the Union resolves to form employees credit co-operative society among the workmen, company should support the Union in all terms by providing premises along with infrastructure such as furniture, laptop and safe, etc. with a facility of deduction of installments from the monthly wages of the debtor.

Demand No. 15:- Special Demand:-

(1) Gratuity should be given at 45 days total wages of every completed year of service.

(2) VRS (Voluntary Retirement Scheme) to be implemented and all the benefits to be given which are there.

(3) After A.I.B. audit, every workmen should be given a gift.

(4) Multi-skilling: All the workmen should get multi-skill pay out which is there in STD-Multiskill Act.

Demand No.16: Retrospective Effect: All the above demands and benefits should be given with effect from 1st April, 2019.

Demand No. 17: Period of Settlement:- The period of settlement shall be of 3 years.

(2) If answer to issue No. (1) is in negative, then what relief the workmen are entitled to?"

2. Upon receipt of the reference, it was registered as Reference No. IT/02/2023. Notices were issued to the Parties by registered post, acknowledgement due.

3. The Parties appeared and filed their Memorandum of Settlement dated 25-09-2023 (Exhibit 5 Colly) stating as follows:

I. Object of the settlement

a. This settlement is an expression of the joint commitment of the Parties to continue to maintain a harmonious and purposeful industrial relations climate through collective bargaining, for improved conditions of the employment of the workers and simultaneously endeavor to achieve all round growth and

progress of the Company through improved production and productivity, critical for sustaining leadership position of the Company.

b. The Union on behalf of the workers hereby agrees to extend their whole hearted co-operation in the key result areas of Productivity, Quality, Safety, Multiskilling, Training & Development, TPM, Maintenance & Warehouse practices, Total Quality management, implementation of management plans for modernization, mechanization and/or computerization of operations at the Sanguem, Goa Plant.

II. Scope, coverage, terms & applicability of the settlement:

a. This settlement covers all the permanent & confirmed workmen working at the Sanguem, Goa Factory (hereinafter referred to as workmen) as per the attached list (Annexure 5) and who are on the rolls of the Company as on the date of signing of this settlement. Any workman joining or signing this Settlement post the signing of this settlement by both the Parties, will not be covered under this settlement or till the applicability of this settlement. All terms and conditions applicable to him will be as per management decision and prerogative.

b. It is agreed by and between the Parties that this settlement shall come into force with effect from 01-01-2023 till 31-12-2025 i.e. for a period of three (3) years and will continue thereafter unless the same is terminated by either Party according to the provisions of Industrial Disputes Act, 1947 as may be amended from time to time.

c. That after an application for registration of this settlement under Section 2 (p) of the Industrial Disputes Act, 1947 is filed before the appropriate authority and thereafter if any workman wishes to avail the benefits of this settlement, then he will have to submit a written undertaking to this effect and upon acceptance by the Management, the benefits under this settlement shall only accrue to him with effect from the date of submission of the undertaking.

d. All benefits given earlier and not covered under this settlement shall continue.

e. Both Parties agree that all communication with and by the Management to the Union will always be in English.

III. Increase in wages and allowances:

- (a) A wage increase of Rs. 3,500/- (Rupees three thousand and five hundred only) will be given in the ratio of 77:11:11 equally to all workers in a period of 3 years starting from 1st January, 2023.
- (b) All medical facility will be as per Factory Act.

Components	1st Year	2nd Year	3rd Year	Total
	From	From	From	
	1 Jan, 2023 to 31 Dec, 2023	1 Jan, 2024 to 31 Dec, 2024	1 Jan, 2025 to 31 Dec, 2025	
Basic	1350	200	200	1750
HRA	270	40	40	350
Travel Allow.	1080	160	160	1400
Total Gross	2700	400	400	3500

IV. Wage Scale & Grade Increment:

i. It has been agreed by and between the Parties that the existing wage scale and grade increment will continue to be same which is reproduced as below:

M	Skill/Designation Operations																
OA-1	Unskilled worker/Helper/ /Office Boy/ /Cleaner/ /Sweeper	2000	90	2450	110	3000	135	3675	165	4500	200	5500	245	6725	305	8250	370 10100
OA-2	Junior Asst./ Junior Shipper/ Store Asst./ /Cooler Asst./ /Asst. Mechanic/ /Jr. Boiler Operator	2200	100	2700	120	3300	145	4025	180	4925	220	6025	270	7375	330	9025	405 11050
OA-3	Driver/forklift oper./PMX Technician/Fitter/ /Electrician/ Plumber/ /Sr. Cooler Asst./Sr. Asst./ /Shipper/Boiler Operator	2400	110	2950	135	3625	165	4450	200	5450	245	6025	300	8175	370	10025	450 12275
OA-4	Sr. Driver/Sr. Asst./Senior Forklift Oper/ PMX Senior Technician/ /Sr. oper/Sr. Fitter/ /Sr. electrician/ /Sr. Plumber/Asst. Supervisor/Sr. Shipper/Sr. Boiler Operator	2600	120	3200	145	3925	175	4800	215	5875	265	7200	325	8825	395	10800	485 13225

OA-5 HV Driver (interstate driving)/sup	3000	135	3675	165	4500	205	5525	250	6775	305	8300	375	10175	460	12475	560	15275
OA-6 Sr. Supervisor	3500	160	4300	195	5275	235	6450	290	7900	355	9675	435	11850	535	14525	655	17800

ii) It has been agreed by and between the Parties that Annual Increment as per grade scale will continue as per current practice.

iii) It has been agreed by and between the Parties that two Special Increment to the retiring worker as per grade scale will continue as per current practice.

V. Variable Dearness Allowance (VDA) & Fixed Dearness Allowance (FDA):

It is agreed by and between the parties that existing practice of giving VDA and FDA will continue as it is.

VI. Medical Allowance:

It is agreed by and between the Parties that all workers for whom ESIC Act is not applicable as per the Government stated limit of eligibility and for whom ESIC contribution is not deductible, will get a medical allowance which will be calculated as per existing practice i.e. Sum of (Basic + VDA + FDA + HRA + Education Allowance) multiplied by applicable statutory rate of ESIC employer contribution.

VII. Bonus, Ex-gratia and Incentives:

It is agreed by and between the Parties that the present practice of giving bonus, ex-gratia and incentives will continue as it is.

VIII. It is agreed that by and between the parties that the present applicable practice of paying Leave Travel Allowance (LTA), Shift Allowance, Washing Allowance, Inconvenience Allowance, loan facility, leave rules and holidays will continue as it is.

IX. It is agreed that by and between the parties that the present applicable practice of giving Retirement Gift, Uniform, Safety Shoes, Rainwear, Transport and Canteen will continue as it is. It is also agreed that there will be an annual Picnic and gifts will be distributed annually.

X. It is agreed between the parties that all the dues viz. Overtime, Bonus, LTA and medical difference shall be paid to every eligible worker from January, 2023 till date.

XI. Group personal Accident Policy (GPA) & Group Term Life Insurance Policy (GTU):

The Group Term Life (GTL) Insurance Policy and the Group Personal Accident Policy (GPA) will be as per VBL Policy.

XII. Agreement Related to Business Needs:

It is agreed by and between the Parties that both Parties will take proactive steps to address the changing business needs and agree to the accountabilities, manning and productivity norms, flexibility, process improvements, initiatives pertaining to individual Associates and teams and adhere to good manufacturing practices as mentioned below and/or as set out by management from time to time in consultation/discussion with recognized Union.

a. *Active participation in new initiatives:* It is agreed by between the parties that all Associates must take active interest and ensure full participation in implementing various best practices like HACCP, ISO, TPM & other Good Manufacturing practices that are declared/launched by the company from time to time in order to ensure the Plant is competitive in terms of productivity, quality, material usage/yield/norms and cost effectiveness comparable to the best in class. Workers to participate whole heartedly in advanced shop floor practices that improve plant performance as introduced by management from time to time.

b. *Safety & Work Environment:* It is agreed by and between the Parties that all workers, both individually and in groups, will take active interest and ensure full participation in implementing safety norms and ensuring good hygiene standards in the Plant. All Associates must compulsorily use personal protective equipment (PPEs) to avoid accidents. Every worker will be required to actively participate in Small Group Activity for continuous improvement in Quality, Food Safety, Productivity, Safety and other parameters critical to performance, good personnel hygiene in the premises by following the Factory Act, 1948, Company Food Safety Policy, Quality Policy, Jewelry Policy, Environment, Health and Safety Policy.

c. *Multi-skilling*

It is agreed by and between the Parties that in addition to constantly improving efficiency on their existing equipment, multi-skilling shall be accepted by all the workers irrespective of their grade with a view to learn new equipment operation/processes across departments and to achieve the same, all workers shall co-operate with the Management for

introducing various initiatives. Management in consensus with the Union may workout plan for multi skill task as per requirement. All workers need to actively participate in multi skill training. Every worker will acquire skills to be able to operate any equipment and/or run any operation across lines and departments as per Management guidelines. For the purpose of multi-skilling, the increase will provide adequate training, as and when required. Increase in skill levels will be evaluated through a formal process to be announced by the Management from time to time.

d. *Adherence to Good Manufacturing Practices:* It is agreed by and between the Parties that every workers will be responsible for running, maintaining and cleaning of the machine where he is deployed. Workers must engage in such activity proactivity both individually and in teams without waiting for any special instruction from the management.

ii. Workers should follow the shift schedule regularly and during shift and over take over should follow the process as laid down by the Management from time to time. No worker to leave the work premises or designated work place in case of running work/machine without due approval/ /knowledge of his/her supervisor.

iii. All workers will actively participate in maintenance & warehouse practices (M&W), equipment wise team formation and participation and such other processes and initiatives as announced by the Management from time to time in Sync with up gradation of technology and work practices.

iv. Equipment operator will be responsible for carrying out periodic (daily, weekly, monthly and as prescribed) maintenance as well as breakdown maintenance of assigned equipment.

v. All workers will maintain continuously update equipment logbooks and data records, as per operational requirements and prescribed standards of the organization or as prescribed by Management from time to time.

vi. All workers must co-ordinate sanitation and change over and ensure that this is as per prescribed timelines and as per standard Operating procedures of PepsiCo/VBL as amended from time to time. It is mandatory that during Changeover/ /Sanitation, all concerned operators and relievers must be present at the respective equipment and participate actively to ensure completion in the minimum possible time.

vii. All workers should maintain their communication log books and also communicate verbally during hand-over. They must ensure that there is no line stoppage during shift handover/ /takeover. Also during the handover/takeover process, all workers need to ensure that the productivity/machine efficiency, quality/safety/ /relevant process is followed diligently.

viii. As and when any line is under maintenance or is not working due to “low/no production demand” or any reason whatsoever, some kind of participative or group assignment shall be necessarily carried out within the scope of work.

ix. All workers will attend their duties in clean uniforms and shoes at all time and ensure personal hygiene at all time while following all process and norms as laid down by the Management from time to time.

e. *Manning, Productivity and Flexibility:* For the purpose of “running handover” through good communication and proper handling and taking over, every worker should be present at the assigned workstation at the shop-floor in uniform and shoes at least 10 minutes before the start of his/her shift time. No worker should leave his/her machine/ /workplace unless operator/assigned worker from the next shift has arrived and taken complete handover. In any case, no operator/worker shall leave his workstation unattended without informing the Management/Supervisor/authorized person by the Management and till alternative is made.

f. *Manpower Rationalization:* It is agreed by and between the Parties that whenever required due to business need, suitable number of ITI qualified candidates shall be employed as trainees for a period of one year. The confirmation upon completion of probation period would depend upon their individual performance and the past record.

g. *Flexibility to meet market exigencies:*

i. In case of market exigencies, it is agreed by both the parties that whenever notified by the Management, the workers shall fully co-operate by working on a weekly off day/ /Holidays and availing the substituted weekly off as per current practice/prevaling Labour Laws.

ii. It is agreed by both the Parties that whenever there is a business requirement, the workers will be working as per the shift schedule as pasted/notified by the Management from time to time.

13. *General:*

- a. It has been agreed by the Union that all the points mentioned in Essential Business Requirement will be followed and respected for productivity improvement and shop floor discipline.
- b. All workers agree to abide by all rules and regulations as applicable from time to time by company to maintain discipline within the factory premises and for business continuity. Workers are further aware that any non-adherence or any breach of said provisions under this settlement or as applicable from time to time by Company to maintain discipline within the Factory premises and/or for business continuity would be considered as gross misconduct and management reserves the right without prejudice to initiate strict action as deemed fit and appropriate under the law meanwhile withholding/withdrawing any increment given as per this settlement, if proven guilty of misconduct as per the I. D. Act.
- c. It is agreed that no Union activity including General Body meeting, Union meeting, Communication meeting etc. would be carried out within the Factory premises or during duty hours. It is further agreed that no worker as individual or as a group would try to disrupt the general working condition of the Company at any time.
- d. It is agreed by and between the Parties that Union/Workers will co-operate with the Management for increasing Production/Productivity/efficiency of the Plant, making it cost effective and eliminating wasteful practices.
- e. It is agreed by and between the Parties that during operation of this settlement, the workers or the Union shall not raise any dispute either individually or collectively in respect of the matters covered under this settlement and/or involving any financial burden or restrictive processes for the Company. Both Parties also agree to maintain and upkeep industrial peace and harmony and healthy atmosphere of productivity.
- f. If at any point of time, workers either jointly or corroboratively resort to non-adherence of any clause of this settlement or non-adherence to the norms/process/procedure as laid down by the Management from time to time, in such case, Management without any further intimation reserves full right under its authority to stop/withdraw/recover benefit/salary increase given under this settlement.
- g. It is agreed and affirmed by the union that during the currency of this settlement, no demand will be raised by the Union or through its workman which may put any kind of Financial burden or otherwise on the company.
- h. It is agreed by and between the Parties that this settlement settles all demands on the Union/workers detailed in their Charter of Demands dated 29th March, 2019 and dated 25th March, 2022. Demands of the Union/Workers, which are not specifically mentioned here, have been dropped by the workers/Union during the collective bargaining process and therefore, the same are deemed to have been resolved and settled for the full period of the operation of this settlement and thereafter.
- i. During the applicability of this Settlement and thereafter, Union through its workers agrees that they will resort to unfair means of work or would never resort to any strike or work stoppage or any activity that may be termed as go slow activity or any slogans shouting inside or around the Factory premises or any activity that depicts a non-operation movement either as a whole or as an individual or as a specific group. Further, Management agrees that they will not resort to any unfair labour practices.

14. *Ex-gratia payment:*

As a gesture of goodwill, Company will pay one-time ex-gratia amount of Rs. 1,00,000/- (Rupees one lakh only) per head to eligible workers as per Annexure 5. This one time lump sum payment made to the workmen is recoverable from the workmen either from all or individual in case the workmen as whole or as individuals resort to any activity that disrupt the industrial peace and harmony at the factory premises and/or hampers the productivity

of company during the applicability of this agreement. Since the amount mentioned in this paragraph is an Ex-gratia amount, same shall not attract PF, ESIC, Bonus and Gratuity for the purpose.

4. Please note that Annexure-5 to the Memorandum of Settlement is made an annexure to this Award.

5. I have gone through the records of the case and the Memorandum of Settlement and I am convinced that the Memorandum of Settlement filed by the Parties are just and fair and are in the interest of the Parties and therefore, the same are accepted.

Hence, I pass the following:-

ORDER

- (i) The reference in Ref. No. IT/02/2023 stands awarded as per Memorandum of Settlement at Exhibit 5 Colly.
- (ii) No orders as to cost.
- (iii) Inform the Government accordingly.

Sd/-
(Anil Scaria),
Presiding Officer,
Industrial Tribunal and
Labour Court.

ANNEXURE 5

Sr. No.	Empl. Code	Name of the Employee	Designation	Grade
1	2	3	4	5
1.	60020002	Rajesh Redkar	Sr. Supervisor	OA-6
2.	60020015	Shivdas Ranganath Naik	Operator	OA-3
3.	60020054	Yeshwant Jaiwant Kerkar	Junior Boiler Operator	OA-3
4.	60020019	Menino Fernandes	Jr. Operator	OA-2
5.	60020008	Santosh Raghunath Balkate	Jr. Operator	OA-2
6.	60020009	Pandurang Chandrakant Naik	Jr. Operator	OA-2
7.	60020010	Anil Gangadar Padti	Jr. Operator	OA-2
8.	60020011	Dipak Mhalsekar	Jr. Operator	OA-2
9.	60020006	Pritesh Naik	Jr. Operator	OA-2
10.	60020014	Prasad Korgaonkar	Jr. Operator	OA-2
11.	60020024	Ratnappa Kadappa Kamble	Operator	OA-3
12.	60020020	Minesh Jaiwant Chari	Jr. Operator	OA-2
13.	60020022	Ramnath Laxman Vagonkar	Jr. Operator	OA-2
14.	60020023	Pankaj Pundalik Naik Shirodkar	Jr. Operator	OA-2
15.	60020026	Mukesh Suresh Bhandari	Jr. Operator	OA-2
16.	60020027	Divyanand Suresh Kotharkar	Jr. Operator	OA-2
17.	60020028	Suraj Dayanand Rane	Jr. Operator	OA-2
18.	60020029	Mahanand Laxman Nagekar	Jr. Operator	OA-2
19.	60020030	Rupesh C. Kotharkar	Jr. Operator	OA-2
20.	60020032	Gajanan G. Nagekar	Jr. Operator	OA-2
21.	60020017	Vithoba P. Naik	Jr. Operator	OA-2
22.	60020020	Zeferino Gauncar	Jr. Assistant	OA-2
23.	60020025	Leonard Ferrao	Jr. Assistant	OA-2
24.	60020032	Durga Rama Naik	Jr. Assistant	OA-2
25.	60020035	Ashok Pandu Naik	Production Worker	OA-2
26.	60020038	Nicolau Fernandes	Production Worker	OA-2
27.	60020040	Josico Piedade Dias	Production Worker	OA-2

1	2	3	4	5
28.	60020041	Agnelo Moraes	Production Worker	OA-2
29.	60020042	Antonio Pango	Production Worker	OA-2
30.	60020043	Suhaas Harishchandra Ghadi	Production Worker	OA-2
31.	60020044	Dayanand Shanta Mhalsekar	Production Worker	OA-2
32.	60020049	Inacia Pereira	Production Worker	OA-2
33.	60020050	Rajani Narayan Chari	Production Worker	OA-2
34.	60020052	Meera Baburao Gaude	Unskilled Worker	OA-1
35.	60020055	Mohini Mahesh Gaude	Unskilled Worker	OA-1
36.	30000396	Manoj Mhablu Gaonkar	Jr. Assistant	OA-2
37.	30000402	Sandesh Lavu Naik	Jr. Operator	OA-2
38.	30000428	Anil Kumar Pal	Jr. Assistant	OA-2
39.	30000459	Mahesh Keshav Borkar	Jr. Assistant	OA-2
40.	30000779	Pankaj Kamlakar Gaunker	Jr Assistant	OA-2
41.	30000780	Sarvesh Vassant Gaonkar	Jr. Assistant	OA-2
42.	30000781	Sameer Mujawar	Jr. Assistant	OA-2
43.	30000783	Dinesh Yewadkar	Jr. Assistant	OA-2
44.	30000784	Jitendra Mahadev Velip	Jr. Assistant	OA-2
45.	30000787	Amarjit Jawaharlal Varma	Jr. Assistant	OA-2
46.	30000788	Nilesh Krishna Janodkar	Jr. Assistant	OA-2
47.	30000789	Nilesh Prakash Bandhari	Jr. Assistant	OA-2
48.	30000793	Kapil Babal Velip	Jr. Assistant	OA-2
49.	30000790	Narendra Premanand Naik	Jr. Assistant	OA-2
50.	30000792	Satish Sadashiv Gaonkar	Jr. Assistant	OA-2
51.	30000806	Jano Babu Goro	Jr. Boiler Operator	OA-3
52.	30000822	Prashant Babuso Velip	Jr. Assistant	OA-2
53.	30000824	Sahil Yassin Shaikh	Jr. Assistant	OA-2
54.	30000825	Chandreshwar Vithoba Gaonkar	Jr. Assistant	OA-2
55.	30000826	Paresh Shrikant Velip	Jr. Assistant	OA-2
56.	30001063	Neelesh Chandrakant Mirasi	Jr. Assistant	OA-2

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Published and Printed by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 11.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA—44/80—5/2024.